

Date:

# Commonwealth of Virginia Virginia Information Technologies Agency

# **COMPUTER BASED TRAINING PRODUCTS & SERVICES**

# **Optional Use Contract**

May 22, 2008

Contract #:	VA-080505-LKI
Authorized User:	State Agencies, Institutions and Other Public Bodies as defined in the <i>Code of Virginia</i> , §2.2-4304
Contractor:	LearnKey, Inc. P.O. Box 2318 St. George, UT 84770
FIN:	87-0453094
Contact Person:	Greg Smith Phone: 800-865-0165 ext. 134 Fax: 866-574-0485 gsmith@learnkey.com
Contract Discount From Price List:	See attached "Pricing Schedule" - Exhibit A
<u>Term</u> :	May 6, 2008 – April 30, 2010

For Additional Information, Please Contact:

Virginia Information Technologies Agency Supply Chain Management

Doug Crenshaw Phone: 804-416-6160

Payment:

E-Mail: doug.crenshaw@vita.virginia.gov

Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or

Net 30 days

services for their personal use from this Contract.

For updates, please visit our Website at <a href="http://www.vita.virginia.gov/procurement/contracts.cfm">http://www.vita.virginia.gov/procurement/contracts.cfm</a>

<u>VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)</u>: Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

# CONTRACT # VA-080505-LKI CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
L L		l



# COMMONWEALTH of VIRGINIA

# VIRGINIA INFORMATION TECHNOLOGIES AGENCY

SUPPLY CHAIN MANAGEMENT 11751 Meadowville Lane Chester, VA 23836

# INVITATION for BID: IFB 2008-08 R

# Date Issued: March 5, 2008 Date/Time Due: Mar. 20, 2008 @ 2:00 pm Public Opening Date/Time: Mar. 20, 2008 @ 2:15 pm

THIS PROCUREMENT IS BEING CONDUCTED ON BEHALF OF VITA AND OTHER PUBLIC BODIES

Scaled Bids for furnishing the Products and/or Services set forth in this Solicitation will be returned to the Issuing Office address above. This is an advertised Solicitation consisting of the Adobe PDF file as posted in eVA, which contains(1) This page; (2) Solicitation Instructions; (3) Contract Terms and Conditions and all Exhibits thereto; and any other amendments, provisions, representations, certifications or specifications as a attached or incorporated thererein by reference.

		SUPPLIER	中方。由,维修逐進,賽達特許是自然的機能
COMPANY NAME	: LearnKey, Inc.	SALES CONTACT:	Greg Smith
ADDRESS:	P.0. Box 2318	TITLE:	Business Development
	water the second	PHONE NO:	800-865-0165 ext 134
CITY/STATE/ZIP:	St. George, UT 84770	FAX:	866-574-0485
FEIN:	87-0453094	E-MAIL ADDRESS:	gsmith@learnkey.com
WEBSITE URL:	www.learnkey.com	Signature:	mie Franzonan
	COMPUTER BA	ASED LEARNING PRODU	UCTS and SERVICES
Products/Services: Authorized Users: Contract Term: Pricing: Delivery: Shipping Costs:	State agencies Two (2) years, SEE Exhibit "	with three optional one (1) A" eceipt of Order (ARO), or	lic bodies as defined in VA Code § 2.2-4304. year renewals
Pricing: Warranty:		nd Education discounts tak	ten from Index list price (see Pricing Schedule)
Orders:			Order (preferred) or Local Purchase Order
VITA SCM Contacts	. Sometiment		ract Administration/Compliance
	George S. Goodman, Jr.	. Charle	rs Townes, Acting Contracts Manager

Voice: (804) 416-6162

Fax: (804) 416-6361

(804) 416-6088

(804) 416-6361

E-mail Address george.goodman@vita.virginia.gov



# COMMONWEALTH of VIRGINIA

Lemuel C. Stewart, Jr.
C1O of the Commonwealth
Email: lem.stewart@evita.virginia.gov

Virginia Information Technologies Agency 11751 Meadowville Lane Chester, Virginia 23836-6315 (804) 416-6100 George Goodman 804-416-6162

March 5, 2008

RFP 2008-08

MEMORANDUM: All Potential Bidders

Re: Amendment # 1 to the IFB

Note: All potential bidders should sign this document in the space provided and submit

with their response

The following changes were made to IFB 2008-08 via this amendment #1:

The Solicitation document, IFB #2008-08 for Computer Based Training, and accompanying Pricing Spreadsheet have been replaced in their entirety with IFB #2008-08R and the accompanying Revised Pricing Spreadsheet for IFB #2008-08R. Please disregard the IFB document #2008-08 and its Pricing Spreadsheet issued on February 29, 2008.

Changes to the IFB #2008-08 were primarily for the purpose of clarification and elimination of duplication. There were some changes in the software titles listed in the Pricing Spreadsheet to bring the listed software up to the latest versions.

The Due Date and Time of the IFB has not been changed.

By signing and returning this document the bidder acknowledges all the changes incorporated herein.

Name of company: Learn key Date: 3/20/2008

Signature: James Franzona Telephone: 200 865 0165

George S. Goodman, Jr., Sourcing Specialist

Supply Chain Management, VITA

# SOLICITATION INSTRUCTIONS

# A. Explanation to Bidders

Any request for clarification or explanation regarding this solicitation, including the specifications, terms and conditions, or Pricing Exhibit, must be submitted in writing to the Single Point of Contact (SPOC) identified on the cover page of this solicitation not later than five (5) days prior to bid opening.

BIDDER IS STRONGLY ADVISED TO READ THESE INSTRUCTIONS, REVIEW THE PRICING EXHIBIT located at "A", AND READ ALL TERMS AND CONDITIONS PRIOR TO SUBMITTING A BID. BIDDER IS FURTHER ADVISED TO CHECK THE VIRGINIA E-PROCUREMENT WEBSITE (<a href="http://www.eva.virginia.gov/">http://www.eva.virginia.gov/</a>) FOR ANY AMENDMENTS OR CHANGES TO THIS SOLICITATION. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT (VPPA) (§§ 2.2-4300 et seq. of the **Code of Virginia**).

Any explanation from VITA will be in the form of an amendment to the solicitation (see "AMENDMENT OF SOLICITATION" below). Oral explanations or instructions given before the award of a contract will not be binding. eVA, the Virginia e-procurement website, located at <a href="http://www.eva.virginia.gov/">http://www.eva.virginia.gov/</a>, also provides information about acquisitions conducted by VITA for Information Technology-related products and services. Bidders are invited to check eVA regularly. This solicitation and any related documents are available from eVA.

# B. Amendment of Solicitation

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to eVA.

If the bid opening date is extended, the new date and time will be clearly shown on the face of the amendment. Bidder is required to sign and return a copy of any and all amendments with its bid to indicate that it has a copy of the document(s) and is aware of the changes made.

# C. Preparation of Bid

Bid shall be submitted on the forms furnished unless otherwise specified in the solicitation and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Bids submitted by electronic means (e.g., e-mail, fax) other than eVA will not be considered. Bidder may not submit multiple (additional or alternate) bids in a single envelope.

Bidder is required to enter its Federal Employer Identification Number (FEIN) in the space provided on the cover page of this solicitation. Failure to enter a number in the space provided or to provide a correct FEIN may delay award or result in VITA determining that the Bidder is not able to conduct business with the Commonwealth. It is the Bidder's responsibility to provide the correct FEIN and to keep VITA updated as to any changes in Bidder's status.

The Pricing bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the Pricing Exhibit unless otherwise specified therein. The Pricing Exhibit A may be a representation of some sub-group of contract line items used simply for evaluation purposes, thus creating a "Market Basket" of contract items. This may be done in cases where a fixed contract discount percentage or other discount schedule is requested (such as separate government and education pricing/discounts) instead of actual line item prices. If discount pricing is requested, the discount bid must be taken from a publicly available price list (such as an OEM/publisher's "List Price" document or GSA Schedule).

Where the Pricing Exhibit A explicitly requires that the Bidder bid on all items (i.e., an all-or-none requirement), Bidder's failure to do so will disqualify the bid. When submission of a price on all items is not required, Bidder should insert the words "no bid" in the space provided for any item on which no price is submitted.

Bidder shall include with its bid a signed copy of the Certification Regarding Lobbying which is provided as Exhibit C to this solicitation.

Additional bids may be submitted, when in the Bidder's judgment it can provide more than one solution which meets the required specifications of the procurement. Any additional bid shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. An additional bid shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the additional bid.

BIDDERS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BIDS AND ANY MODIFICATION TO

TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF ITS BID.

# D. Submission of Bids

TO BE CONSIDERED, A BID MUST BE RECEIVED AT THE ISSUING OFFICE ADDRESS ON OR BEFORE THE DATE AND HOUR DESIGNATED. If hand carried, deliver to the VITA receptionist located at the Issuing Office address indicated on the cover page of this solicitation. Bidder must pay particular attention to ensure that the bid is properly addressed. VITA is not responsible if the bid is not properly addressed. VITA is not responsible if the bid does not reach the Issuing Office's address specified by the date and time identified on the cover page of this solicitation. Sealed bids received after the date and hour specified are automatically disqualified and will not be considered. All bids must be sealed, addressed to the address shown as the Issuing Office of the solicitation, and marked on the outside of the Bidder's envelope as in the example below. Failure of the Bidder to comply with the aforesaid sealing, addressing, and marking requirement may result in a premature opening of, or a failure to open, the bid.

From:

Name of Bidder, Street or Box Number, City, State, ZIP Code

Due Date

IFB No.

Submission of a "no bid" is neither required nor requested.

By submitting a bid, Bidder certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor is Bidder an agent of any person or entity that is currently so debarred.

# E. Registration with eVA

In order to be awarded any contract as a result of this solicitation, Bidder is required, by date of award, to be registered with eVA. If already registered with eVA, Bidder is advised to print the eVA page which lists its firm name and submit it with the bid response. If not registered, Bidder is advised to register at <a href="http://evaregishelp.dgs.virginia.gov">http://evaregishelp.dgs.virginia.gov</a>.

Bidder is advised to print a copy of the completed registration confirmation and submit it with the bid response.

# F. Late Bids, Modifications of Bids Or Withdrawals of Bids

Any bid received at the Issuing Office designated on the cover page of this solicitation after the exact date and time specified for receipt will not be considered for award.

A bid may be amended and/or withdrawn by a Bidder if the office issuing the bid receives a written request to amend or withdraw such bid before the date and hour for receipt of bids set forth on the cover page of this solicitation. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall constitute the withdrawal of any prior bid submitted by the same Bidder on the same solicitation, unless specified otherwise.

# G. Public Opening of Bids

Bids will be publicly opened at the time and date specified on the cover page of this solicitation. Bids will not normally be evaluated at the bid opening. All bids will be opened at the Issuing Office location shown on the cover page of this solicitation.

# H. Demonstrations and Investigations

VITA reserves the right to require a Bidder to demonstrate, to the satisfaction of VITA, that the products or services offered will perform in a completely acceptable manner and will meet or exceed the specifications referenced in the solicitation. The demonstration site and time will be subject to agreement between VITA and Bidder.

VITA may make such reasonable investigations as deemed proper and necessary to determine the Bidder's qualifications to perform services or furnish the goods as outlined in this solicitation. The Bidder shall furnish to VITA all such information for this purpose as may be requested. VITA reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding Bidder's capabilities. VITA further reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy VITA that such Bidder is qualified to carry out the obligations of the contemplated contract.

# Pricing

Bidder is required to complete and submit the Exhibit A, Pricing included in this solicitation.

# J. Contract Terms and Conditions

The terms and conditions contained in Exhibit D are mandatory and are the only terms and conditions that will govern any contract awarded as a result of this solicitation. Any modification, addition, clarification, or change to the mandatory terms and conditions by the Bidder shall cause the bid to be rejected.

If the Bidder includes additional terms and conditions, regardless of form, they will not be considered by VITA and will have no consequence to any resulting contract.

Neither VITA nor any public body which may place an order pursuant to any contract resulting from this solicitation is authorized to sign or execute any additional contract, license or other agreement, including shrink-wrap Software, containing contractual terms and conditions as a result of this procurement. Any documents signed by persons other than the individuals identified on the cover page of this solicitation, or individuals having contractually binding authority of the bidder, shall not be binding on VITA or any other public body. Bidder is encouraged to carefully read all of the Terms and Conditions prior to submitting a bid.

# K. Bid Validity Period

Any bid submitted in response to this solicitation shall be valid for ninety (90) days. At the end of ninety (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it shall remain in effect until an award is made or the solicitation is canceled.

#### L. Award of Contract

An award, if made, will be up to a total of four (4) responsive and responsible Bidders per category; three (3) with the lowest total price for the items listed on the Exhibit A, Pricing and one award may be made to a certified DMBE small business offering a reasonable price that is other than the lowest bidder.

VITA and any other public body or authorized user to place an order pursuant to any contract resulting from this solicitation reserve the right to purchase additional quantities of any of the items listed at the price quoted, or at a lower price, at any time during the term of the contract, if any, resulting from this solicitation, including any extensions thereto.

Pursuant to § 2.2-4318 of the <u>Code of Virginia</u>, VITA reserves the right to negotiate with the lowest responsive and responsible Bidder if such Bidder's bid exceeds available funds. VITA reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making an award or awards, whenever it is deemed in the sole opinion of VITA to be in the best interest of the Commonwealth.

VITA, in its sole discretion, may not make an award to any Bidder who is not current with its Industrial Funding Adjustment (IFA) payments as of the date of the award. Pursuant to §2.2-4321.1 of the <u>Code of Virginia</u>, and except as provided therein, VITA is prohibited from awarding a contract to any Bidder who owes back taxes to the Commonwealth of Virginia.

No award shall be made pursuant to this solicitation to any Bidder who, as of the date of award, is debarred from being a contractor to the Commonwealth of Virginia.

No award shall be made pursuant to this solicitation to any Bidder who, as of the date of award, appears on any of the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs. Any Bidder awarded a contract pursuant to this solicitation who becomes a party excluded from Federal Procurement and Non-procurement Programs is hereby notified that its status as such a party shall be grounds for termination of its contract.

#### M. Award Notices

Upon the completion of evaluation, and if VITA determines to make an award, VITA will post a NOTICE OF AWARD (NOA). The notice will be publicly posted ten (10) days on eVA.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED. Results will be made available in eVA as soon as a decision is made.

#### N. Anti-Collusion Certification

By Bidder's signature on the face of its bid, Bidder certifies that its bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Bidder understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and Bidder's representative certifies that he or she is authorized to sign the bid for the Bidder's firm.

# O. Protests of Awards

All protests of awards shall be conducted in accordance with the provisions of the VPPA and VITA's Alternative Dispute Resolution procedure.

# P. Bidder Trade Secrets or Proprietary Information

VITA reserves the right to use information submitted in response to this document in any manner it may deem appropriate in evaluating the responsiveness and responsibility of the Bidder. Ownership of all data, materials, and documentation originated and prepared for VITA pursuant to this solicitation shall rest exclusively with VITA and shall be subject to public inspection in accordance with the §2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 of the Code of Virginia shall not be subject to the Virginia Freedom of Information Act (§ 2.2- 3700 et seq.) if the bidder, offeror, or contractor requests protection of such trade secrets or proprietary information by the following:

- i). invoking the protections of this section in writing prior to or upon submission of the data or other materials,
- ii). identifying specifically the data or other materials to be protected, and
- iii). stating the reasons why protection is necessary.

FAILURE TO COMPLY WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO SUPPLIERS OR THE PUBLIC AS PROVIDED FOR IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

Bidder must provide as a separate appendix to its bid a list of all pages in the bid that contain proprietary information and the reason it deems such information proprietary. Only pages referenced in that list will be treated as proprietary. The classification of an entire bid as proprietary or trade secret, or the classification of line item prices as proprietary or trade secret, is not acceptable and may be deemed non-responsive. Bidder may be asked to provide a fully redacted copy of its bid on CD-ROM and hardcopy to be utilized in those circumstances where public bid review is needed.

# Q. Alternative Dispute Resolution

By signing and submitting a bid under this solicitation, the Bidder agrees to submit any dispute, protest, or appeal of a protest denial to VITA's alternative dispute resolution procedures. Such use of VITA's alternative dispute resolution procedures shall be concurrent with and not in lieu of the Bidder's other statutory protest appeals outlined in §§2.2-4364 and 4365 of the <u>Code of Virginia</u>.

R. Small, Woman, and Minority (SWaM) Owned Businesses and Service-Disabled Veteran-Owned Businesses It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities as well as businesses owned by service-disabled veterans and to encourage their participation in State procurement activities. The Commonwealth encourages all suppliers to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

A supplier which is a SWaM business or a business owned by a service-disabled veteran, and is registered with the Department of Minority Business Enterprise (DMBE), should include a copy of its certification or its certification number in its proposal. A Supplier which is a SWaM business or a business owned by a service-disabled veteran but which is not registered with DMBE, can register at <a href="http://www.DMBE.virginia.gov">http://www.DMBE.virginia.gov</a>.

If Supplier intends to utilize subcontractors to provide any good or service under its contract then Supplier shall provide a Small Business Subcontracting plan. If Supplier does not plan to use subcontractors in executing a contract resulting from this IFB, Supplier shall so state.

By the 10th day of every month, Supplier shall submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report (template available at

http://www.vita.virginia.gov/procurement/documents/SWaMSubcontractingReportTemplate.xls Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or service under this Contract. Supplier shall submit the report to <a href="mailto:SWaM@vita.virginia.gov">SWaM@vita.virginia.gov</a>. The SwaM subcontracting report should also include spend on all Supplier's contacts with second-tier suppliers who may be small businesses owned by service-disabled veterans.

# S. Solicitation Description and Invitation For Bid Process.

VITA will use the competitive sealed bidding process for this solicitation. Bidders must submit their responses in a sealed package; clearly marked <u>"IFB #2008-08R"</u> with the Due Date and Time clearly marked.

The solicitation consists of:

- IFB 2008-08R Cover Page
- Solicitation Instructions
- Exhibit A Pricing
- Exhibit B Requirements

- Exhibit C Certification Regarding Lobbying
- Exhibit D Contract Terms and Conditions

VITA reserves the right to initiate any inquiries and conduct any tests it may deem advisable and to make all evaluations necessary. VITA also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of VITA to be in its best interest.

VITA, in its sole discretion, will **accept** or **reject** each Response, based upon each bid's responsiveness, the responsibility of the bidding firm, and Qualifications of the Bidder.

Bidders will be notified of the results of this competitive procurement when the Notice of Award is posted in eVA. Verbal or telephonic inquiries regarding the status of bids will not be accepted.

# T. Contract Terms and Conditions

See the electronic document entitled "IFB 2008-08R Computer Based Training.doc" posted with this solicitation at the eVA website. Exhibit D contains the mandatory Contract Terms and Conditions. Bidder shall print a copy of the requested sections of the solicitation document, including any and all exhibits, attachments or amendments thereto, and include such copies with all required signatures, with its bid response.

# EXHIBIT B: SECTION 1: IFB PROCEDURES

# A. PURPOSE

The purpose of this Invitation for Bids is to establish a statewide contract for the purchase of computer based training (CBT) courses, materials and related services by Commonwealth entities, hereinafter called Authorized Users<sup>1</sup>.

For purposes of this solicitation, CBT offerings are divided into two (2) course categories,

- o Information Technology (IT) Professional Development,
- Desktop Applications/End User Computing.

A "market basket" sample of courses is listed in the "Pricing Spreadsheet" for award and evaluation purposes. However, this sampling is not intended to limit the bidder's course offerings and bidders are encouraged to list as many courses as they want to be included under a proposed contract, if so awarded by VITA.

Contract usage or purchase volume is uncertain for the awarded contracts. These contracts will be optional-use contracts. An award does not guarantee any purchase by a Commonwealth of Virginia Authorized User.

# B. Scope

This document contains the instructions governing the bid offer being submitted and the material and format in which bid offers are to be structured. Also included are mandatory contractual terms and conditions.

#### 1. GOVERNING DOCUMENTS

The governing documents for this solicitation shall be only the most recently dated solicitation as issued and published on the DGS website at: <a href="www.http://www.eva.virginia.gov">www.http://www.eva.virginia.gov</a>. These files include the IFB 2008-08 solicitation documents and MS Excel spreadsheet file for use in submitting the pricing and other data, as well as any and all appendices, attachments, answers to vendor questions, amendments and other pertinent documents if and as appropriate.

#### C. Pre-Bid Conference

None.

# D. Vendor Understanding of Requirements

It is the Bidder's responsibility to inquire about and clarify any requirement of this IFB that is not clearly understood by the Bidder. Verbal questions are discouraged as verbal answers provided are non-binding to this solicitation. The Commonwealth will not be bound by any verbal responses to questions. All inquiries concerning this IFB should be submitted in writing to:

George S. Goodman Virginia Information Technologies Agency 11751 Meadowville Lane Chester, Virginia 23836

<sup>&</sup>lt;sup>1</sup> Any state agency, institution of higher education, locality or local school division, political subdivision or other public body as defined in the Code of Virginia, §2.2-4304.

All written inquiries must be received by the Issuing Office on or before the close of business,

March 14, 2008. E-mail is preferred. Please direct e-mail, with "IFB 2008-08R" in the Subject line, to the attention of : George S. Goodman. at this e-mail address:

# George.goodman@vita.virginia.gov

No further written inquiries will be accepted after the above referenced date. In the event the due date of this solicitation is changed, for whatever reason, further written inquiries must be received within sufficient time prior to the revised due date so that written amendment(s) can be issued in eVA.

# E. Identification of Bids

The cover page of the solicitation must be returned, bearing the authorized signature of a responsible representative of the bidder, and other requested information on that page, including the offering firm's Federal Identification Number (FIN). One paper copy of the complete bid offer, including pricing must be submitted for contractual purposes. Bid offer must also be submitted on CD-ROM discs, and shall be clearly marked on the outside cover of all envelopes, boxes, CD-covers or packages, and also on the individual CD-ROM discs themselves, as follows:

From: Name of Bidder

Street or P.O. Box Number

City, State, Zip Code

IFB Number 2008-08R

(Bid offer, Redacted Bid Offer or Pricing Spreadsheet)

The CD-ROM discs must be individually labeled with their contents. The labeling information should be printed on the CD-ROM media.

# F. Oral Presentation/Demonstration

An oral presentation and or demonstration by the Bidder may be required. If an oral presentation/demonstration is required to clarify or substantiate any area contained in the bidder's response, the Issuing Office will schedule a time and place for the presentation. The bid offer must be complete in all respects, as oral presentations and demonstrations MAY NOT be scheduled. All costs incurred by a Bidder to provide oral presentations/demonstrations are the responsibility of the Bidder.

# G. Bid Format

When preparing a bid offer, bidders must adhere to the following general instructions in order to bring clarity and order to their solicitation response and the subsequent evaluation process. The bid offer is to be delivered in several parts or elements, all within a single main response envelope labeled with the Bidder Firm name and the Solicitation number. All parts are to be submitted, both paper/hard copy and separate CD-ROM discs, each clearly and appropriately labeled. The required bid elements are as follows:

- The first element is the cover sheet of this solicitation document. It must be signed by the Bidder's contractually binding authority, and must be submitted to the issuing Office identified on the face page of the solicitation. The firm's address, contact person and other information, including the firm's FEIN must also be entered in the spaces provided on this page.
- 2. One complete paper/hard copy of each separate bid offer, including the complete solicitation document, and hard copies printed from all files submitted on CD-ROM, must be submitted in a sealed envelope labeled "IFB 2008-08R Bid Response Paper Copy." The paper/hard copy documents will be used for contractual purposes when making a bid award.

- 3. All CBT courses and related services offered must be listed in a <u>Listing Spreadsheet</u>. This Listing must include the information shown in the table below. A complete CBT product and optional service(s) listing shall consist of all:
  - CBT courses/products offered.
  - · Related services offered.
  - Bid prices offered (derived from the Cost Ratio and URL, both from the <u>Pricing Spreadsheet</u>)
  - URL of Publisher's web page(s) where pricing can be verified and information and descriptions of CBT courses offered can be viewed.

All document(s) file(s) must also be submitted in an appropriately labeled sealed envelope, in MS Word format on an appropriately labeled CD-ROM disc, in a Table formatted as follows:

Company Name	Course Title	Delivery Medium	Course ID#	Bid Price (CR x IP)	Cost Ratio	Index Price	Index URL
SAMPLE CO.	MS Word 2003 – Level 1	1 user, CD-ROM	PI- 111222c	\$77	.77	\$100	www.sampleco.com/msword/111222.htm I

- 4. Pricing Spreadsheet, (see Section 2). The Pricing Spreadsheet (downloaded from the eVA website) is to be submitted on a clearly marked CD-ROM disc. The Pricing Spreadsheet must be delivered in accordance with instructions contained in Section 2. Be advised, you are required to download a MS Excel spreadsheet file for your required use in submitting this cost information. You must follow the instructions given for downloading and supplying required information and costs by inserting data into the spreadsheet file supplied at the eVA website (see Section 1.10). This cost information must be submitted in MS Excel format, and only one CD-ROM disc is required.
- 5. A redacted bid offer, <u>but only if necessary</u>, for identification of proprietary information. The revised bid offer, with proprietary information redacted, is to be submitted on a separate CD-ROM disc. Data that has been removed must be so noted and there must be an explanation for each item removed as proprietary. NOTE: IT IS NOT ACCEPTABLE TO MARK AN ENTIRE DOCUMENT AS PROPRIETARY. IT IS ALSO UNACCEPTABLE TO MARK THE BID PRICING AS PROPRIETARY.
- 6. If the Bidder is not the Publisher or OEM of CBT products offered, the Bidder must supply a hard copy, written confirmation, signed by a responsible person from the Publisher or OEM, that states that the bidder is an authorized reseller of all Publisher or OEM products and services offered.

#### H. eVA Website

The Commonwealth maintains an e-procurement portal at <a href="http://www.eva.virginia.gov">http://www.eva.virginia.gov</a>. Bidders are requested to check this site prior to submitting bids, in the event the solicitation is amended or extended. Failure to check for amendments does not relieve the Bidder from complying with all terms of any such amendment.

VITA/SCM IFB 2008-08R

# EXHIBIT B: SECTION 2 - MANDATORY REQUIREMENTS

A. 1. CBT Categories and Requirements

The Commonwealth is seeking to establish multiple Statewide Master Contracts in two CBT categories. The categories are:

- a. Information Technology (IT) Professional Development.
- b. Desktop Applications/End User Computing.
- B. A "market basket" sample of courses is listed in the "Pricing Spreadsheet" for award and evaluation purposes. However, this sampling is not intended to limit the bidder's course offerings and bidders are encouraged to list as many courses as they want to be included under a proposed contract, if so awarded by VITA.
  - c. The following <u>mandatory</u> requirements apply to these categories:
  - o The minimum number of course offerings to be listed in each category to be considered for award shall be:
    - 200 IT Professional Development courses
    - 200 Desktop Apps/End User Computing courses
  - The following delivery mediums must be provided, but are not limited to:
    - DESKTOP based:

(DISKETTE/CD-ROM/DVD-ROM (or other recorded, mailable medium)

- WEB based: (Internet/Intranet, online or downloadable)
- LAN based: (Customer Server, online or downloadable)
- The following course features must be provided, but are not limited to:
  - Skill Assessments
  - HELP feature
  - Book-marking
  - 30 Day No-Cost Preview
  - Administrative features:
    - registration
    - tracking
    - reporting
- C. Bid Pricing (Pricing Schedule)
- 1. PRICING WORKSHEET:

BIDDERS <u>MUST</u> SUBMIT BID PRICING WITHIN THE PROVIDED MS EXCEL FILE, located herein as Exhibit "A", WHICH BEARS THE NAME OF:

"IFB 2008-08R Pricing Spreadsheet.xlsm"

2. THIS FILE MUST BE DOWNLOADED FROM THE eVA WEBSITE LOCATED AT URL:

http://www.eva.virginia.gov/

(α) THIS FILE MUST BE USED UNMODIFIED (EXCEPT For Bidder Information and Pricing) FOR SUBMISSION OF ALL BID PRICING ON THE CD-ROM DISC SUBMITTED IN RESPONSE TO THIS SOLICITATION. PRICING not organized in this manner may cause bid to be ruled non-responsive for failing to specifically address these requirements.

The instructions for completing the two category worksheets are re-printed here.

INSTRUCTIONS:

On the following worksheets, enter your firm's data per the following instructions:

NOTE:

Sample data, shown in red font color, has been inserted as a guide on each sheet.

Enter your firm's name in the "COMPANY NAME" column.

Enter your firm's course data that most closely matches the provided titles.

Enter the course ID number, your part number, as appropriate.

Enter your firm's bid price in the "BID PRICE" column. (NOTE: Bid Price = Index Price x Cost Ratio)

Enter the Publisher's purchase price in the "Index Price" column.

Enter the Publisher's website URL in the "INDEX URL" column (where the published index price for the course can always be found).

#### 2. EVALUATION OF PRICING:

**Evaluated Cost** (**EC**) for each CBT course/product offered will be determined by the numeric sum of bid costs for the Market Basket Sampling of 15 courses (for single course, for 2 to 25 courses and for 100 courses) listed in the Pricing Spreadsheet workbooks, for each category, separately. Ranking of bidders within categories will be ordered in ascending **EC** for the purpose of making multiple awards, up to a total of 4 awards (one of the four will be made to a SWaM supplier) within the two CBT categories.

Awards will be made based upon lowest cost total for the 25 sample courses listed (single user delivered, 2 to 25 user delivered and 100 user delivered pricing). Other courses may be offered and bidders are encourage to list as many other courses as they can provide using the price index they have calculated/offered.

#### 3. PRICE CHANGES:

ALL PURCHASE PRICES SHOWN FOR CBT courses/products/services MUST BE NOT-TO-EXCEED PRICES. At no time during this agreement will a Contractor be allowed to exceed the prices offered in the IFB response, except as provided herein. The Master Contract pricing shall therefore be Not-To-Exceed (NTE) pricing. VITA will use the NTE prices in the following manner. Pricing will be tied to an Index (i.e.OEM publisher listed price, etc.). CBT courses/products/services purchase prices offered must be verifiable at the Publisher's or OEM's web site, from the Publisher's or OEM's web-published purchase prices. Government: (i.e. state and local, GSA) purchase prices are preferred, but the OEM's web-published purchase pricing for any class of customer (i.e. retail, etc.) may be utilized to index CBT courses/products/services offered. VITA will use the web-published pricing to calculate a CBT Cost Ratio (CR)<sup>1</sup>. For each training course, and related products and services, the web site URL identified for the OEM shall be the Index web site.

The CR will be determined by first calculating a contract dollar amount (CDA) equal to the purchase price offered. The CR is then calculated by dividing the CDA by the manufacturer's current published government purchase price (MPP). (Figures rounded to the nearest whole dollar.)

All subsequent contract item *purchase price* changes will be governed by the CR for the life of the Master Contract. Any new prices charged for product replacements, whether caused by manufacturer price changes, obsolescence, etc. shall maintain the CR established by the original CR calculation described above. (See example CR calculation below.)

# (α) Example CR calculation:

- $(\beta)$  Course ID# "X" purchase price offered is \$109. Therefore, the CDA= \$109.
- ( $\chi$ ) The Publisher/OEM published government purchase price, for the same course ID#, is \$149.99. Therefore, (using all rounded figures), CR = \$109 / \$150 = .726. (CR = CDA / MPP).
- (δ) .73 (rounded) shall be the CR, for Course ID "X". This CR shall be maintained for the life of the contract for Course ID# "X".

(3)

# B. Product Substitutions

The Contractor may substitute or replace products that are of equal or greater value and equivalent or greater specification to existing contract items, as necessary, when the change is required due to the Publishers or OEM's course product/service

changes. All changes must be reflected on the Index web site/page designated for that item prior to substitutions of contract items. All subsequent contract item changes, including price, will be governed by the CR for the life of the Master Contract.

# C. URL Changes

It is the intent of the Commonwealth to be able to use all URL(s) supplied with the bid offer for the life of the contract. In the event that the URL provided cannot be persistently maintained, the contractor must notify the Contracts Officer, VITA of any and all changes to the index URL(s) 30 days prior to any changes. For award purposes, the URL provided on the printed hard copy will be used to calculate the Cost Ratios for courses/products/services offered. Should any change to the URL(s) provided with the bid offer be made prior to award, but after this solicitation's due date, bidder must notify VITA/SCM immediately. E-mail notification is preferred. Please direct e-mail, with "IFB 2008-08R, URL Change Notification" in the Subject line, to the attention of George Goodman at the following e-mail address:

George.goodman@vita.virginia.gov

and also follow up the e-mail message notification with an original hard copy mailed to:

Mr. George Goodman Virginia Information Technologies Agency 11751 Meadowville Lane Chester, Virginia 23836

# D. Bid Evaluation Period

The Commonwealth may elect to conduct testing of products offered before the award of the Contract. All Bidders should be prepared to provide offered courses/products for such testing prior to award. Should the Commonwealth elect to test a Bidder's offering, the Bidder must provide one (1) evaluation unit for each course listed in the Market Basket sampling. The Delivery Medium specified in the Pricing Spreadsheet will determine how the product is provided for bid evaluation. If the Commonwealth determines that the Bidder's offering does not meet the specifications as stated in the IFB, the bid will be rejected. The Bidder shall be liable for all costs associated with the courses/products submitted for evaluation.

# E. Warranty/Maintenance

Contractor shall provide a toll free technical support contact number where end user may obtain assistance with the installation, configuration and use of the CBT product identified in individual purchase orders for the duration of the contract term.

# F. Use Restrictions

- 1. Title to all CBT products ordered under this contract shall remain solely that of the contractor.
- 2. Delivery medium specified shall determine how CBT products are to be licensed and used by the ordering Agency/Authorized Contract User(s). Usage rights extend to contractors employed by the ordering agency.

The ordering Agency is authorized to copy installed CBT products for backup and archival purposes only.

The ordering Agency shall be responsible for any and all problems arising from hardware or software compatibility problems arising from installation of the CBT product ordered. The contractor will assist in correcting any and all such problems to the maximum feasible degree.

# H. eVA Business-To-Government Vendor Registration:

The eVA Internet electronic procurement solution, website portal <a href="www.eva.virginia.gov">www.eva.virginia.gov</a>, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

VITA/SCM IFB 2008-08R

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, online registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

# EXHIBIT B: SECTION 3 - DATA SHEET

- A. Qualifications of Offeror: Bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
- B. Must be an authorized reseller and /or approved provider of the products and/or services by the manufacturer.
- C. Must have provided similar products/services in a similar environment. Please record such information in reference blocks below.
- D. <u>Years in Business:</u> Indicate the length of time your company has been in business providing products/services requested herein.

	YearsMonths	
E.	E. References: Indicate below a listing of references for which your company	has recently provided this type of consisee

Include the dates service was provided, the name, address and phone number of person VITA has permission to contact.

Client	Street Address and Email Address	Contact Person and Phone Number	Begin and End Dates of Service
W			



# Learnkey Inc.

Status

eVA Status:

Active

Vendor Name

HQ Legal Name eMall Supplier:

Learnkey Inc.

Location Name eMall Contact:

LearnKey Inc.

Address

Order Street1: 35 North Main

Order Street 2: City: St. George State: UT Zip Code: 84771 Country: US

Contact

Contact: Greg Smith

Email: gsmith@learnkey.com Phone No: 800-865-0165 Fax No: 866-574-0485 Vendor ID

eVA Vendor ID:

E60998

Certifications

**DMBE Name:** 

LearnKey, Inc.

**Small Business:** 

Date Small Certs. Approved: 18-SEP-2007 Date Small Certs. Expires: 18-SEP-2010

Minority Owned:

Date Minority Certs. Approved: Date Minority Certs. Expires:

Woman Owned:

Date Woman Certs. Approved: Date Woman Certs. Expires:

PCard & Orders

Accepts PCards: Y
Accepts Master Card: Y
Accepts Electronic Orders: Y

# EXHIBIT B: SECTION 3 - DATA SHEET

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- C. Must have provided similar products/services in a similar environment. Please record such information in reference blocks below.
- D. <u>Years in Business:</u> Indicate the length of time your company has been in business providing products/services requested herein.

20	Years	5	Months
20	i oui o	0	MOTHERS

E. <u>References:</u> Indicate below a listing of references for which your company has recently provided this type of services. Include the dates service was provided, the name, address and phone number of person VITA has permission to contact.

Client	Street Address and Email Address	Contact Person and Phone Number	Begin and End Dates of Service
Western Governors University	4001 South 700 East Ste. 700 Salt Lake City, UT 84107-2533 USA	Gwen Britton- Technical Director (801) 274-3280	2006 - present
Tulane University  AB Freeman School of Business - Tulane University	8333 Maple Street RM 160 New Orleans, LA 70118-1041 USA	Priscilla Hagebusch- Clinical Professor (504) 865-5028	2006 - present
Washington Math Science Tech	770 M ST S.E. Suite 1B Washington, DC 20003 USA	Claro Coniate (202) 488-1996	2004-present

# **EXHIBIT C: CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:	James Flanzman	
Printed Name:	Jamie Franzman	
Organization:	Learnkey, Inc	
Date:	3/20/2008	

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# EXHIBIT D: MANDATORY CONTRACTUAL TERMS AND CONDITIONS INVITATION FOR BID (IFB) #2008-08

This Contract ("Contract") is entered into between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the <u>Code of Virginia</u>, (hereinafter referred to as "VITA") on behalf of the Commonwealth of Virginia and other public bodies ("Authorized User") identified on the VITA order to which these terms and conditions are attached ("Order"), and the supplier identified on such Order ("Contractor"). This Contract shall be effective upon execution of the Order by VITA and Contractor.

# 1. SCOPE

Nothing contained in this Contract shall be construed as authority for either party to make commitments beyond the items set forth herein or on the Order.

#### 2. INCORPORATED CONTRACTUAL PROVISIONS

The contractual provisions at the following URL are required provisions that are hereby incorporated by reference: <a href="http://www.vita.virginia.gov/procurement/documents/StatutorilyMandatedTsandCs.pdf">http://www.vita.virginia.gov/procurement/documents/StatutorilyMandatedTsandCs.pdf</a>

The contractual claims provision §2.2-4363 of the <u>Code of Virginia</u> and the required eVA provisions at <a href="http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf">http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf</a> are also incorporated by reference.

The terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Contractor is advised to check the URLs periodically.

# 3. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

#### 2. Contract Term

The term of this Contract shall be two (2) years from the date of award by VITA with three optional one (1) year renewals at the sole discretion of the Commonwealth. Expiration of the term of the Contract shall not affect any perpetual license granted hereunder.

#### 3. TERMINATION AND CANCELLATION

VITA may terminate this Contract, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). Upon Termination for Convenience, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for services rendered or products delivered by Contractor prior to the termination date.

VITA shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Contract,

- i). the Contractor shall fail to deliver the equipment or services required by this Contract within the time limits set forth in the Contract, or
- ii). the Contractor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract, or
- iii). the Contractor shall default on any of the other terms set forth within this Contract.

If VITA or an Authorized User deems the Contractor to be in default, VITA or VITA on behalf of any Authorized User shall issue a "Show Cause Notice" identifying the failure/nonperformance and providing Contractor ten (10) days to cure such failure/nonperformance. If Contractor fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part. Such termination shall be deemed a Termination for Default. In such event, the Commonwealth will only be liable for

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products and services accepted prior to the date of termination. All costs of de-installation and return of material will be the Contractor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent default on any provisions of this Contract.

Contractor shall submit for resolution any contractual dispute or order dispute to the Commonwealth according to the terms of the Disputes Section of this Contract. Termination of this Contract, for Convenience or for Default, shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has paid all fees for such license and unless Authorized User has terminated such license in accordance with this Contract.

# 4. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VITA, after due written notice to contractor, may procure the goods and services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that VITA or the Authorized User may have.

# 5. TERM OF LICENSE

All licenses granted under this Contract are purchased on a non-exclusive, non-irrevocable perpetual license basis and shall commence upon acceptance of the software by the Authorized User. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. Notwithstanding the foregoing, VITA or the Authorized User may terminate any license at any time. This license is perpetual and in no event shall Contractor's remedies for any breach of this Contract include the right to terminate any license or support services hereunder.

#### TERMS OF USE

The rights of VITA or the Authorized User in software developed at private expense may be restricted by the Contractor in accordance with this Contract. At a minimum however, the Authorized User shall have:

- i). Unlimited use of such software on the equipment for which it is acquired or on any replacement equipment whether or not of similar processing power;
- ii). Use of such software with a backup system if the system(s) for which or with which it was acquired is inoperative because of a malfunction, or during an emergency, or the performance of engineering changes or changes in features or model;
- iii). The right to use such software at any Commonwealth installation to which the computer(s) may be transferred by the Commonwealth;
- iv). The right to copy such software for safekeeping (archives) or backup purposes.

#### 7. No Shrink Wrap

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for software, or the fact that such other agreement may be affixed to or accompany software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder (and any EULA addendum to this contract, if applicable).

# 8. WARRANTY

Contractor warrants the operation of the software identified in this Contract for a minimum of twelve (12) months, or such longer period as may be agreed to, after installation. Software that fails to operate in accordance with the Contractor's Proposal or published specifications will be returned, at Contractor's expense, for replacement. Contractor agrees to replace any non-conforming software within five (5) calendar days after its receipt of the returned software. Warranty service shall include, but not necessarily be limited to, detection and correction or errors, updating of all software to operate with all updated or revised versions of the operating systems for which the software is licensed, and provision of enhancements to the software as they are generally made available. Warranty charges shall include unlimited telephonic support and all travel, labor, and documentation necessary to maintain the software in accordance with Contractor's published specifications.

Contractor warrants the operation of the software/firmware products identified in the Order for a period of twelve (12) months after acceptance. Products failing to meet vendor's published specifications will be

returned (at the Contractor's expense) for replacement or a full refund at the Authorized User's option. Contractor agrees to replace the software within three (3) days after receipt of the returned product.

#### 9. Malicious Code

Contractor warrants that, to the best of its knowledge, there are no computer viruses, worms, time bombs, or similar components or undocumented features in the software at the time of delivery to an Authorized User; and the software does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the software. Notwithstanding any rights granted under this Contract or at law, Contractor hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Contractor agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

#### 10. SOFTWARE UPGRADES and Evolution

The Authorized User shall be entitled to receive any and all upgraded versions of the software that Contractor may make available in the future. The maximum charge to the Authorized User shall not exceed the differential cost of the original version compared to the price of the upgraded version. Should Contractor merge or splinter the Software previously provided to any Authorized User, such action on the part of Contractor shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

# 11. TESTING AND INSPECTION

The Authorized User reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

# 12. DATE OF ACCEPTANCE

The date of acceptance for all software shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided. The Authorized User shall be given fifteen (15) days to test the software or services provided under this Contract.

# 17. CONDITIONS OF PAYMENT

All equipment, software, or services provided by Contractor pursuant to this Contract shall be delivered/performed to the satisfaction of the Authorized User and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Contractor shall not receive payment for defective material or work found by the Authorized User to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

# 18. NON-APPROPRIATION

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed. Termination for lack of appropriations shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has already paid all fees for such license.

#### 19. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <a href="http://www.tax.state.va.us/">http://www.tax.state.va.us/</a>. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

# 20. TITLE (SOFTWARE/FIRMWARE)

Contractor represents and warrants that it is the sole owner of the software or, if not the owner, has received all proper authorizations from the owner to license the software, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person. Title for all material, other than software, provided pursuant to this Contract shall pass to the Authorized User upon payment.

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# 21. Liability and Indemnification

Contractor agrees to indemnify, defend and hold harmless VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Contractor, (ii) breach of any representation, warranty or covenant of Contractor contained herein, (iii) any defect in the Software or the Services, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services, and in addition to all other obligations of Contractor in this Section, Contractor shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Software or Services, or any component thereof; or (b) replace or modify such infringing Software or Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Contractor shall provide any Authorized User with a comparable temporary replacement Software or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Software. If Contractor cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Contractor shall accept the return of the infringing component of the Software or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Contractor for such components.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

# 22. CONFIDENTIALITY

When the software is proprietary to Contractor and has been developed or acquired at Contractor's expense, the Authorized User shall hold and use the software in the same manner as it would deal with its own confidential information. The Authorized User shall not knowingly divulge, nor knowingly permit any of its employees, agents, or representatives to divulge, any proprietary information with respect to the software, the technology embodied therein, or any other documentation, models, descriptions, forms, instructions or other proprietary information relating thereto, except as specifically authorized by Contractor, in writing, or as may be required by the laws of the Commonwealth of Virginia.

The Authorized User shall take all reasonable steps necessary or appropriate to insure compliance with this Section by the Authorized User's employees, agents and representatives, including copying reproducible legends and markings on all physical components of the software.

The Authorized User's obligation under this Contract shall terminate three years after the Authorized User ceases using the software containing the proprietary information. The Authorized User shall have no obligation under this section in the event Contractor's proprietary information or materials enter the public domain through no action of the Authorized User.

# 23. DISPUTES

In accordance with §2.2-4363 of the <u>Code of Virginia</u>, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under §2.2-4365 of the <u>Code of Virginia</u> nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, <u>Code of Virginia</u> or the administrative procedure authorized by §2.2-4365, <u>Code of Virginia</u>.

Upon request from the public body from whom the relief is sought, Contractor agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Contractor may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the <u>Code of Virginia</u>.

In the event of any breach by a public body, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

# 24. ASSIGNMENT OF CONTRACT

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of VITA except as follows: Contractor may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party so long as the assignee agrees in writing to be bound by the terms and conditions set forth in this contract, or to an affiliate of Contractor, provided Contractor remains liable for affiliate's compliance with the terms and conditions set forth in this Contract. VITA may assign this Contract to any entity, upon providing written notice to the contractor.

# 25. SEVERABILITY

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Contractor further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

#### 26. CONTRACTUAL RECORDS

All contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to VITA and its designated agents for a period of three (3) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

# 27. Additional Terms and Conditions and Amendments to the Contract

Any and all terms and conditions contained in, incorporated into, or referenced by the Contractor's proposal, quote, or bid shall be deemed invalid. This Contract may only be amended by an instrument in writing signed by VITA and Contractor.

IFB 2008-08

	El xep u			http://www.learnkey.com/Networkplus Certification	http://www.learnkev.com/Networkplus Certification	http://www.learnkey.com/Networkplus Certification	http://www.learnkey.com/Visual Basic .NET Fundamentals for Developers	http://www.learnkey.com/Visual Basic .NET Fundamentals for Developers				http://www.learnkey.com/JavaScript for Developers Part 1	http://www.leamkey.com/HTML Fundamentals	http://www.learnkey.com/HTML_Fundamentals	http://www.learnkey.com/HTML_Fundamentals				http://www.learnkey.com/Windows 2003 Managing a Network Environment R2 Update	http://www.learnkey.com/Windows 2003 Managing a Network Environment R2 Update	http://www.learnkey.com/Windows 2003 Managing a Network Environment R2 Update	http://www.learnkey.com/SQL Server 2005 Maintaining a Database	http://www.learnkey.com/SQL Server 2005 Maintaining a Database	http://www.learnkey.com/SQL Server 2005 Maintaining a Database	http://www.learnkey.com/Csharp for Developers	http://www.learnkey.com/Csharp for Developers	http://www.learnkey.com/Csharp for Developers	Routing and Switching Fundamentals Course (Exam 640-822)	Routing and Switching Fundamentals Course (Exam 640-822)	Routing and Switching Fundamentals Course (Exam 640-822)				http://www.learnkey.com/Database Specialist Design	http://www.learnkey.com/Database Specialist Design	http://www.learnkey.com/Database Specialist Design	http://www.learnkey.com/Site Designer
	d index Price			245.00	245.00	245.00	215.00	215.00	215.00	215.00	215.00	215.00	145.00	145.00	145.00	No Bid	No Bid	No Bid	360.00	360.00	360.00	480.00	480.00	480.00	565.00	565.00	565.00	480.00	480.00	480.00		No Bid	No Bid	185.00	185.00	185.00	490.00
	Bid Price Cost Ratio			5 0.75	300	0.29	-				0 0.45			0.45	5 0.29	#VALUE! No Bid	#VALUE! No Bid	#VALUE! No Bid		1118	0 0.29	0.75			0 0.75	5 0.45	5 0.29	0 0.75	0 0.45		#VALUE! No Bid	#VALUE! No Bid	#VALUE!	-	0 0.46		
	Bid Price			183.75		70.50		96.70		161.26	96.70	62.00	-	65.20	41.75				270.00		104.00	360.00	216.00		425.00	254.25	162.75	360.00	216.00	138.25				138.50	85.00	54.00	370.00
	#0			102048	102046	102041	441298	441296	441291	370858	370856	370851	373118	373116	373111				681978	681976	681971	411668	411666	411661	371588	371586	371581	pending	pending	pending				620168	620166	620161	650218
ofessional - 1 of 2	Delivery Medium # users			single user delivered on CD-ROM	2 to 25 users delivered LAN Based	100 user delivered WEB Based	single user delivered on CD-ROM	2 to 25 users delivered LAN Based	100 user delivered WEB Based	single user delivered on CD-ROM	2 to 25 users delivered LAN Based	100 user delivered WEB Based	single user delivered on CD-ROM	2 to 25 users delivered LAN Based	100 user delivered WEB Based	single user delivered on CD-ROM	2 to 25 users delivered LAN Based	100 user delivered WEB Based	single user delivered on CD-ROM	2 to 25 users delivered LAN Based	100 user delivered WEB Based	single user delivered on CD-ROM	2 to 25 users delivered LAN Based	100 user delivered WEB Based	single user delivered on CD-ROM	2 to 25 users delivered LAN Based	100 user delivered WEB Based	single user delivered on CD-ROM	2 to 25 users delivered LAN Based	100 user delivered WEB Based	single user delivered on CD-ROM	2 to 25 users delivered LAN Based	100 user delivered WEB Based	single user delivered on CD-ROM	2 to 25 users delivered LAN Based	100 user delivered WEB Based	single user delivered on CD-ROM
Pricing Exhibit A - IT Profe	Requested Course Title	Market Basket Sampling Professional Development Market Basket Courses (15)	Enter the number of courses in your library for this category (12)	TCP/IP Fundamentals	TCP/IP Fundamentals	TCP/IP Fundamentals	Intro to VB .NET	Intro to VB .NET	Intro to VB .NET	Intro to Java Script Programming	Intro to Java Script Programming	Intro to Java Script Programming	Intro to HTML Programming	Intro to HTML Programming	Intro to HTML Programming	ORACLE Fundamentals	ORACLE Fundamentals	ORACLE Fundamentals	Windows Server 2003 Administration	Windows Server 2003 Administration	Windows Server 2003 Administration	SQL Server 2005 Systems Administration	SQL Server 2005 Systems Administration	SQL Server 2005 Systems Administration	C Programming	C Programming	C Programming	CISCO Internetworking Design	CISCO Internetworking Design	CISCO Internetworking Design	UNIX Fundamentals	UNIX Fundamentals	UNIX Fundamentals	Database Fundamentais	Database Fundamentals	Database Fundamentals	Web Development Fundamentals
		2008-08R	of courses	1.4	18	10	24	28	2C	34	38	30	4.4	48	4C	5A C	58	35	6A V	6 <i>B</i>	9 C	7A S	78 S	7C S	8A C	88	90	9A C	98 C	30	10A U	10B	10C U	11A D	11B D	11C D	12A M
		LearnKey, Inc	Enter the number of																																		

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		Pricing Exhibit A - IT Professional - 1 of 2	ofessional - 1 of 2					
		Requested Course Title	Delivery Medium # users	# Q!	Bid Price	Cost Ratid	Bid Price Cost Ratiq Index Price	Index UB.
LearnKey, Inc	2008-08R	Market Basket Sampling						
		Professional Development Market Basket Courses (15)						
he number	of courses	Enter the number of courses in your library for this category (12)						
	128	Web Development Fundamentals	2 to 25 users delivered LAN Based	650216	220.00	0.45	490.00	http://www.learnkey.com/Site_Designer
	12C	Web Development Fundamentals	100 user delivered WEB Based	650211	142.50	0.29	490.00	http://www.learnkey.com/Site_Designer
	13A	Understanding XML	single user delivered on CD-ROM	372318	267.00	0.75	355.00	http://www.learnkey.com/XML Foundations for Developers
	138	Understanding XML	2 to 25 users delivered LAN Based	372316	160.00	0.45	355.00	http://www.learnkey.com/XML Foundations for Developers
	13C	Understanding XML	100 user delivered WEB Based	372311	102.25	0.29	355.00	http://www.learnkey.com/XML Foundations for Developers
	14A	Understanding Networking Fundamentals	single user delivered on CD-ROM	102048	185.00	97.0	245.00	http://www.learnkey.com/Networkplus Certification
	148	Understanding Networking Fundamentals	2 to 25 users delivered LAN Based	102046	112.00	0,46	245.00	http://www.learnkey.com/Networkplus Certification
	14C	Understanding Networking Fundamentals	100 user delivered WEB Based	102041	70.50	0.29	245.00	http://www.learnkey.com/Networkplus Certification
	15A	Data Warehousing	single user delivered on CD-ROM			#VALUE! No Bid	to Bid	
	158	Data Warehousing	2 to 25 users delivered LAN Based			#VALUE! No Bid	to Bid	
	15C	Data Warehousing	100 user delivered WEB Based			AND THE NO.	ria of	

		de domon	Apps- Enduser Computing -	2				
		Requested Course Title	Delivery Medium/# users	# 01	Bid Price	Cost Ratio	Index Price	Idil vobel
LearnKey, Inc.	2008-08R	Market Basket Sampling Dockfood Applications/End Hear Communicat (45)						וומפּא סער
ter the number	r of courses							
	14	Microsoft WORD 2003 or higher Level 1	single user delivered on CD-ROM	200048	168.75	0.75	225.00	http://www.learnkey.com/Word 2003
	18	Microsoft WORD 2003 or higher Level 1	2 to 10 users delivered LAN Based	200046	101.20	0.45	225.00	http://www.learnkey.com/Word 2003
	10	Microsoft WORD 2003 or higher Level 1	11 to 25 users delivered WEB Based	200041	64.80	0.29	225.00	http://www.learnkey.com/Word 2003
	2A	Microsoft EXCEL 2003 or higher Level 1	single user delivered on CD-ROM	200268	168.75	0.75	225.00	http://www.learnkey.com/Excel 2003
	28	Microsoft EXCEL 2003 or higher Level 1	2 to 10 users delivered LAN Based	200266	101.20	0.45	225.00	http://www.learnkey.com/Excel 2003
	2C	Microsoft EXCEL 2003 or higher Level 1	11 to 25 users delivered WEB Based	200261	64.80	0.29	225.00	http://www.learnkey.com/Excel 2003
	3.4	Microsoft POWERPOINT 2003 or higher Level 1	single user delivered on CD-ROM	200488	101.50	0.75	135.00	http://www.learnkey.com/Powerpoint 2003
	38	Microsoft POWERPOINT 2003 or higher Level 1		200486	60.75	0.45	135.00	http://www.learnkev.com/Powernoinf 2003
	30	Microsoft POWERPOINT 2003 or higher Level 1	11 to 25 users delivered WEB 1 Based	200481	38.90	0.29	135.00	http://www.learnkey.com/Powerpoint 2003
	44	Microsoft ACCESS 2003 or higher Level 1	single user delivered on CD-ROM	200188	101.50	0.75	135.00	http://www.learnkey.com/Access 2003
	4B	Microsoft ACCESS 2003 or higher Level 1	2 to 10 users delivered LAN Based	200186	60.75	0.45	135.00	http://www.learnkey.com/Access 2003
	4C	Microsoft ACCESS 2003 or higher Level 1	11 to 25 users delivered WEB Based	200181	38.90	0.29	135.00	http://www.learnkey.com/Access_2003
	5A	Microsoft PROJECT 2003 or higher Level 1	single user delivered on CD-ROM	190238	101.50	0.75	135.00	http://www.learnkey.com/Project 2003
	5B	Microsoft PROJECT 2003 or higher Level 1	2 to 10 users delivered LAN Based	190236	60.75	0.45	135.00	http://www.learnkey.com/Project 2003
	5C	Microsoft PROJECT 2003 or higher Level 1	11 to 25 users delivered WEB Based	190231	38.90	0.29	135.00	http://www.learnkey.com/Project 2003
	64	Microsoft WORD 2007	single user delivered on CD-ROM	201148	101.50	0.75	135.00	http://www.learnkey.com/Word_2007
	68	Microsoft WORD 2007	2 to 10 users delivered LAN Based	201146	60.75	0.45	135.00	http://www.learnkey.com/Word 2007
	29	Microsoft WORD 2007	11 to 25 users delivered WEB Based	201141	38.90	0.29	135.00	http://www.learnkey.com/Word 2007
	7.4	Microsoft EXCEL 2007	single user delivered on CD-ROM	201248	101.50	0.75	135.00	http://www.learnkey.com/Excel 2007
	7.8	Microsoft EXCEL 2007	2 to 10 users delivered LAN Based	201246	60.75	0.45	135.00	http://www.learnkey.com/Excel 2007
	70	Microsoft EXCEL 2007	11 to 25 users delivered WEB Based	201241	38.90	0.29	135.00	http://www.learnkey.com/Excel 2007
	84	Microsoft POWERPOINT 2007	single user delivered on CD-ROM	201308	101.50	0.75	135.00	http://www.learnkey.com/Powerpoint 2007
	88	Microsoft POWERPOINT 2007	2 to 10 users delivered LAN Based	201306	60.75	0.45	135.00	http://www.learnkey.com/Powerpoint 2007
	80	Microsoft POWERPOINT 2007	11 to 25 users delivered WEB Based	201301	38.90	0.29	135.00	http://www.learnkey.com/Powerpoint 2007
	94	Microsoft ACCESS 2007	single user delivered on CD-ROM	201188	101.50	0.75	135.00	http://www.learnkey.com/Access 2007
	86	Microsoft ACCESS 2007	2 to 10 users delivered LAN Based	201186	60.75	0.45	135.00	http://www.learning.com/Access 2007

2008-08R		Apps- Enduser Computing - 1 of	- 1 of 2	Bid Price	Cost Ratio	Index Price	Index URL
	Desktop Applications/End User Computing (15)						
urses	Enter the number of courses in your library for this category (15)						
90	Microsoft ACCESS 2007	11 to 25 users delivered WEB Based	201181	38.90	0.29	135.00	http://www.learnkey.com/Access 2007
10A	Microsoft PROJECT 2007	single user delivered on CD-ROM TBD	твр	101.50	0.75	135.00	In Production*
108	Microsoft PROJECT 2007	2 to 10 users delivered LAN Based TBD	TBD	60.75	0.45	135.00	In Production*
10C	Microsoft PROJECT 2007 o	11 to 25 users delivered WEB Based	твр	38.90	0.29	135.00	In Production*
11A	Windows 2003 or higher Level 1	single user delivered on CD-ROM	680078	270.00	0.75	360.00	http://www.learnkey.com/Windows XP Professional
118	Windows 2003 or higher Level 1	2 to 10 users delivered LAN Based	680076	162.00	0.45	360.00	http://www.learnkey.com/Windows XP Professional
11C	Windows 2003 or higher Level 1	11 to 25 users delivered WEB Based	680071	103.70	0.29	360.00	http://www.learnkey.com/Windows XP Professional
12A	Windows Server 2003 Fundamentals for Users	single user delivered on CD-ROM	680188	78.75	0.75	105.00	http://www.learnkey.com/Learning Windows XP
128	Windows Server 2003 Fundamentals for Users	_	680186	47.20	0.45	105.00	http://www.learnkey.com/Learning Windows XP
12C	Windows Server 2003 Fundamentals for Users	11 to 25 users delivered WEB Based	680181	30.25	67.0	105.00	http://www.learnkey.com/Learning Windows XP
13A	Intro to Microsoft OUTLOOK 2003 or higher	single user delivered on CD-ROM	200108	101.50	0.75	135.00	http://www.learnkey.com/Outlook 2003
13B	Intro to Microsoft OUTLOOK 2003 or higher	2 to 10 users delivered LAN Based	200106	60.75	0.45	135.00	http://www.learnkey.com/Outlook 2003
13C	Intro to Microsoft OUTLOOK 2003 or higher	11 to 25 users delivered WEB Based	200101	38.90	0.29	135.00	http://www.learnkey.com/Outlook 2003
14A	Intro to Microsoft OUTLOOK 2007	single user delivered on CD-ROM	201108	101.50	0.75	135.00	http://www.learnkey.com/Outlook_2007
14B	Intro to Microsoft OUTLOOK 2007	2 to 10 users delivered LAN Based	201106	60.75	0.45	135.00	http://www.learnkey.com/Outlook 2007
14C	Intro to Microsoft OUTLOOK 2007	11 to 25 users delivered WEB Based	201101	38.90	0.29	135.00	http://www.learnkey.com/Outlook 2007
15A	Microsoft Frontpage 2003 Basics	single user delivered on CD-ROM	200588	101.50	0.75	135.00	http://www.learnkey.com/Frontpage 2003
15B	Microsoft Frontpage 2003 Basics	2 to 10 users delivered LAN Based	200586	60.75	0.45	135.00	http://www.learnkey.com/Frontpage 2003
15C	Microsoft Frontpage 2003 Basics	11 to 25 users delivered WEB Based	200581	38.90	0.29	135.00	http://www.learnkey.com/Frontpage 2003

# Learnkey - All courses Available shown with discounts

Product Title	ID#	index Price	single user delivered on CD-ROM	2 to 10 users delivered LAN Based	11 to 25 users delivered WEB Based
.NET Security for Developers Part 1 Course	372628	\$355.00	\$266.25	\$159.75	\$102.95
.NET Security for Developers Part 2 Course	372688	\$425.00	\$318.75	\$191.25	\$123.25
.NET Security for Developers Series	372778	\$780.00	\$585.00	\$351.00	\$226.20
A+ Certification 2006 Course (Exam 220-602)	102308	\$595.00	\$446.25	\$267.75	\$172.55
Access 2000 Course	110338	\$135.00	\$101.25	\$60.75	\$39.15
Access 2002 Course	670488	\$135.00	\$101.25	\$60.75	\$39.15
Access 2003 Course	200188	\$135.00	\$101.25	\$60.75	\$39.15
Access 2007 Course	201188	\$225.00	\$168.75	\$101.25	\$65.25
Acrobat 7.0 Course	660668	\$135.00	\$101.25	\$60.75	\$39.15
ADO.NET for Developers Part 1 Course	372138	\$355.00	\$266.25	\$159.75	\$102.95
ADO.NET for Developers Part 2 Course	372518	\$355.00	\$266.25	\$159.75	\$102.95
ADO.NET for Developers Series	372538	\$710.00	\$532.50	\$319.50	\$205.90
ASP for Developers Course	370238	\$355.00	\$266.25	\$159.75	\$102.95
ASP.NET 2.0 Web Application	373178qr	\$355.00	\$266.25	\$159.75	
Development QR		100000000000000000000000000000000000000	600000 to 0000000 3244	\$0.000 market section (1.000 market section	\$2000 A CONTRACTOR STATE OF THE
ASP.NET for Developers Part 1 Course	371308	\$425.00	\$318.75	\$191.25	\$123.25
ASP.NET for Developers Part 2 Course	371748	\$495.00	\$371.25	\$222.75	\$143.55
ASP.NET for Developers Series	371898	\$920.00	\$690.00	\$414.00	\$266.80
ASP.NET Web Services Fundamentals	372558	\$355.00	\$266.25	\$159.75	\$102.95
Course					
Assertiveness Course	70908	\$99.00	\$74.25	\$44.55	\$28.71
Attitude for Success Course	71438	\$145.00	And the second s		
Basic Computing: A Beginning Users	610048	\$39.00		\$17.55	
Guide Course					
Better Business Communication Course	61268	\$99.00	\$74.25	\$44.55	\$28.71
Better Business Writing Course	61258	\$99.00	\$74.25	\$44.55	\$28.71
C# for Developers Course	371588	\$565.00	\$423.75	\$254.25	\$163.85
C# with ASP.NET for Developers Course	373018	\$280.00	\$210.00	\$126.00	

California Preventing Sexual Harassment	61388	\$195.00	\$146.25	\$87.75	\$56.55
in the Workplace Call Center Success Course	71158	\$145.00	\$108.75	\$65.25	\$42.05
Calming Upset Customers Course	61308	\$99.00	\$74.25	\$44.55	\$28.71
odining opset oustomers oourse	01300	Ψ33.00	ψ/4.23	ψ44.55	Ψ20.71
CCNA® Bundle (Exam 640-801)	563542	\$549.00	\$411.75	\$247.05	\$159.21
CCNA® Series (Exam 640-801)	563578	\$0.00	\$0.00	\$0.00	\$0.00
CISSP Access Control Systems and	150188	\$99.00	\$74.25	\$44.55	\$28.71
Methodology Course					
CISSP Applications and Systems	150248	\$99.00	\$74.25	\$44.55	\$28.71
Development Course			,,,,,		7_0
CISSP Business Continuity and Disaster	150218	\$99.00	\$74.25	\$44.55	\$28.71
Recovery Planning Course					
CISSP Certification Series	150168	\$960.00	\$720.00	\$432.00	\$278.40
CISSP Cryptography Course	150258	\$99.00	\$74.25	\$44.55	\$28.71
CISSP Law, Investigation and Ethics	150268	\$99.00	\$74.25	\$44.55	\$28.71
Course					
CISSP Operations Security Course	150208	\$99.00	\$74.25	\$44.55	\$28.71
CISSP Physical Security Course	150278	\$99.00	\$74.25	\$44.55	\$28.71
CISSP Security Architecture and Models	150198	\$99.00	\$74.25	\$44.55	\$28.71
Course			ļ.		
CISSP Security Management Practices	150178	\$99.00	\$74.25	\$44.55	\$28.71
Course		200.00		THE RESERVE AND ADDRESS OF THE PERSON OF THE	999920
CISSP Telecommunications, Network and	150288	\$99.00	\$74.25	\$44.55	\$28.71
Internet Security Course					
COM+ for Developers Course	370628	\$215.00	\$161.25	\$96.75	\$62.35
Communication Series	61238	\$425.00	\$318.75	\$191.25	\$123.25
Communication Skills for IT Specialists	280158	\$185.00	\$138.75	\$83.25	\$53.65
Crystal Reports XI Course	620268	\$300.00	\$225.00	\$135.00	\$87.00
CS2 Design Series	660838	\$635.00	\$476.25	\$285.75	\$184.15
Customer Satisfaction Course	61318	\$99.00	\$74.25	\$44.55	\$28.71
Customer Service Series	61298	\$265.00	\$198.75	\$119.25	\$76.85
Database Specialist Design Course	620168	\$185.00	\$138.75	\$83.25	\$53.65
(Exam 1D0-441)		10.000 (3.000) (3.000 (3.000 (3.000 (3.000 (3.000 (3.000 (3.000 (3.000 (3.000) (3.000 (3.000 (3.000 (3.000 (3.000 (3.000 (3.000 (3.000 (3.000) (3.000 (3.000 (3.000 (3.000 (3.000 (3.000 (3.000 (3.000 (3.000)		,	,,
Database Specialist Series	620258	\$300.00	\$225.00	\$135.00	\$87.00
Database Specialist Using JDBC 2.0	620238	\$125.00	\$93.75	\$56.25	\$36.25
Course (Exam 1D0-441)					
Delivering Effective Training Sessions	61088	\$99.00	\$74.25	\$44.55	\$28.71
Course					+
Demo - CD - IC3 Certification - Spanish	521488SP	\$0.00	\$0.00	\$0.00	\$0.00

Diversity Dynamics Course	61038	\$99.00	\$74.25	\$44.55	\$28.71
Diversity Series	61028	\$425.00	\$318.75	\$191.25	\$123.25
Dreamweaver 8 Course	660908	\$215.00	\$161.25	\$96.75	\$62.35
Dreamweaver MX 2004 Course	660368	\$215.00	\$161.25	\$96.75	\$62.35
Dreamweaver MX Course	660208	\$215.00	\$161.25	\$96.75	\$62.35
Dreamweaver, Fireworks and Flash	371948	\$215.00	\$161.25	\$96.75	\$62.35
Integration Course					
Effective Meeting Skills Course	61158	\$99.00	\$74.25	\$44.55	\$28.71
Effective Performance Appraisals Course	61078	\$99.00	\$74.25	\$44.55	\$28.71
Effective Presentation Skills Course	61248	\$99.00	\$74.25	\$44.55	\$28.71
Efficiency Series	72928	\$655.00	\$491.25	\$294.75	\$189.95
Employment Law Compliance Series	71338	\$785.00	\$588.75	\$353.25	\$227.65
Empowerment Course	61188	\$99.00	\$74.25	\$44.55	\$28.71
Excel 2000 Course	180408	\$135.00	\$101.25	\$60.75	\$39.15
Excel 2002 Course	670408	\$135.00	\$101.25	\$60.75	\$39.15
Excel 2003 Advanced Course	200908	\$90.00	\$67.50	\$40.50	\$26.10
Excel 2003 Course	200268	\$225.00	\$168.75	\$101.25	\$65.25
Excel 2007 Course	201248	\$225.00	\$168.75	\$101.25	\$65.25
Excellence in Supervision Course	71468	\$145.00	\$108.75	\$65.25	\$42.05
Exchange 2000 Server Administration	510218	\$185.00	\$138.75	\$83.25	\$53.65
Course (Exam 70-224)					
Exchange 2000 Server Design Course	510298	\$185.00	\$138.75	\$83.25	\$53.65
Exam 70-225)	540040	C405.00	COD 751	ΦE0.05	000.05
Exchange Server 2003 Design Course Exam 70-285)	510348	\$125.00	\$93.75	\$56.25	\$36.25
Exchange Server 2003 Implementation	510568	\$360.00	\$270.00	\$162.00	\$104.40
Course (Exam 70-284) - SP2 Update					
Exchange Server 2003 Implementation	510548	\$69.00	\$51.75	\$31.05	\$20.01
Session 6 - SP2 Update	E40E00	£460.00	P245 00	007.00	£400.40
Exchange Server 2003 Series (Exams 70- 284 & 70-285)	510528	\$460.00	\$345.00	\$207.00	\$133.40
Exchange Server 2007 Configuration +	510638	\$610.00	\$457.50	\$274.50	\$176.90
Outlook 2007 Series					
Exchange Server 2007 Configuration Course	510578	\$480.00	\$360.00	\$216.00	\$139.20
Executive Leadership Series	61488	\$355.00	\$266.25	\$159.75	\$102.95
	61178	\$425.00	\$318.75	\$191.25	\$102.95
vecutive Management Series	01170		The second secon		
Executive Management Series	660868	\$215 00	\$161 OKI	\$06 75I	
ireworks 8	660868	\$215.00	\$161.25 \$161.25	\$96.75	
	660868 660288 660948	\$215.00 \$215.00 \$215.00	\$161.25  \$161.25  \$161.25	\$96.75  \$96.75  \$96.75	\$62.35 \$62.35 \$62.35

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Flash MX Course	660168	\$215.00	\$161.25	\$96.75	\$62.35
FrontPage 2000 Course	270418	\$135.00	\$101.25	\$60.75	\$39.15
FrontPage 2002 Course	130088	\$135.00	\$101.25	\$60.75	\$39.15
FrontPage 2003 Course	200588	\$135.00	\$101.25	\$60.75	\$39.15
Giving and Receiving Feedback Course	71488	\$145.00	\$108.75	\$65.25	\$42.05
Hacking Revealed Course	150108	\$480.00	\$360.00	\$216.00	\$139.20
Handling Conflict and Confrontation	70118	\$145.00	\$108.75	\$65.25	\$42.05
Course  How to Coach an Effective Team Course	70108	\$99.00	\$74.25	\$44.55	\$28.71
How to De-junk Your Life Course	70978	\$145.00	\$108.75	\$65.25	\$42.05
How to Get Things Done Course	71048	\$145.00	\$108.75	\$65.25	\$42.05
How to Supervise People Course	70918	\$145.00	\$108.75	\$65.25	\$42.05
HTML 4.0 for Developers Course	370338	\$215.00	\$161.25	\$96.75	\$62.35
HTML Fundamentals Course	373118	\$145.00	\$108.75	\$65.25	\$42.05
IC3: Internet and Computing Core	630538	\$135.00	\$101.25	\$60.75	\$39.15
Certification (2005) Course			300000000000000000000000000000000000000	340004000400	
IC3: Internet and Computing Core Certification (2005) Course with	630528	\$190.00	\$142.50	\$85.50	\$55.10
MasterExam IC3: Internet and Computing Core	630538SP	\$135.00	\$101.25	\$60.75	\$39.15
Certification (2005) Spanish Course					
IC3: Internet and Computing Core	630618	\$135.00	\$101.25	\$60.75	\$39.15
Certification Professional			0000 -01	0	*****
ICND 2.2 Bundle (Exam 640-811)	563482	\$350.00	\$262.50	\$157.50	\$101.50
ICND 2.2 Course (Exam 640-811)	563408	\$305.00	\$228.75	\$137.25	\$88.45
Illustrator CS2 Course	660788	\$215.00	\$161.25	\$96.75	\$62.35
Increasing Employee Productivity Course	61148	\$99.00	\$74.25	\$44.55	\$28.71
InDesign CS2 Course	660708	\$215.00	\$161.25	\$96.75	\$62.35
i-Net+ Course (IK0-002)	100958	\$300.00	\$225.00	\$135.00	\$87.00
INTRO 2.0 Bundle (Exam 640-821)	563552	\$235.00	\$176.25	\$105.75	\$68.15
INTRO 2.0 Course (Exam 640-821)	563498	\$210.00	\$157.50	\$94.50	\$60.90
ISA Server 2004 Course (Exam 70-350)	170148	\$245.00	\$183.75	\$110.25	\$71.05
J2EE for Developers Course	371438	\$355.00	\$266.25	\$159.75	\$102.95
	372788	\$565.00	\$423.75	\$254.25	\$163.85
J2SE for Developers Course	3/2/00	ψ505.00]	ψ120.10	Ψ204.20	+

JavaScript for Developers Part 1 Course	370858	\$215.00	\$161.25	\$96.75	\$62.35
JavaScript for Developers Part 2 Course	370948	\$145.00	\$108.75	\$65.25	\$42.05
JavaScript for Developers Series	371828	\$355.00	\$266.25	\$159.75	\$102.95
La Prevención de Acoso Sexual en el	061498SP	\$195.00	\$146.25	\$87.75	\$56.55
Lugar de Trabajo 2005					
La Prevención de Acoso Sexual en el	061388SP	\$195.00	\$146.25	\$87.75	\$56.55
Lugar de Trabajo 2005 - California					
Leadershift Course	61408	\$99.00	\$74.25	\$44.55	\$28.71
Leadership Series	72938	\$575.00	\$431.25	\$258.75	\$166.75
Leadership Skills for Women Course	61048	\$99.00	\$74.25	\$44.55	\$28.71
Learning Office 2007 Course	201078	\$90.00	\$67.50	\$40.50	\$26.10
Learning Windows Vista	681998	\$105.00	\$78.75	\$47.25	\$30.45
Learning Windows XP Course	680188	\$105.00	\$78.75	\$47.25	\$30.45
Making Humor Work Course	61288	\$99.00	\$74.25	\$44.55	\$28.71
Manage Time Course	71448	\$145.00	\$108.75	\$65.25	\$42.05
Managing Change at Work Course	61218	\$99.00	\$74.25	\$44.55	\$28.71
Managing Disagreement Course	71498	\$145.00	\$108.75	\$65.25	\$42.05
Managing for Commitment Course	61198	\$99.00	\$74.25	\$44.55	\$28.71
Men and Women Working Together Course	61058	\$99.00	\$74.25	\$44.55	\$28.71
Mentoring Course	61118	\$99.00	\$74.25	\$44.55	\$28.71
Money Mastery Course	74358	\$425.00	\$318.75	\$191.25	\$123.25
Motivation and Goal Setting Course	71028	\$145.00	\$108.75	\$65.25	\$42.05
MX 2004 Design Series	660658	\$635.00	\$476.25	\$285.75	\$184.15
Negaholics Course	70938	\$195.00	\$146.25	\$87.75	\$56.55
Network+ Certification Course (Exam N10-003)		\$245.00	\$183.75	\$110.25	\$71.05
Network+ Certification Exam Bundle	102242	\$360.00	\$270.00	\$162.00	\$104.40
(Exam N10-003)	070010	0.505.00	0.404.05	0010.75	0.455.45
Office 2000 Core Series (Word, Excel,	270818	\$535.00	\$401.25	\$240.75	\$155.15
PowerPoint, Access)					
Office 2000 Fundamental Series	270318	\$265.00	\$198.75	\$119.25	\$76.85
Office 2000 Professional Series	270678	\$790.00	\$592.50	\$355.50	\$229.10
Office 2003 Fundamental Series	201068	\$215.00	\$161.25	\$96.75	\$62.35
Office 2003 Macros Course	200888	\$49.00	\$36.75	\$22.05	\$14.21

Office 2003 Professional Exam Bundle	200662	\$870.00	\$652.50	\$391.50	\$252.30
Office 2003 Professional Series	200538	\$835.00	\$626.25	\$375.75	\$242.15
Office 2007 Professional + Learning	201458	\$899.00	\$674.25	\$404.55	\$260.71
Series		21			
Office 2007 Professional Series	201448	\$835.00	\$626.25	\$375.75	\$242.15
Office XP Integration Course	670608	\$135.00	\$101.25	\$60.75	\$39.15
Office XP Professional Series	670538	\$665.00	\$498.75	\$299.25	\$192.85
Organizational Vision, Values and Mission Course	61208	\$99.00	\$74.25	\$44.55	\$28.71
Outlook 2000 Course	300188	\$135.00	\$101.25	\$60.75	\$39.15
Outlook 2002 Course	670328	\$135.00	\$101.25	\$60.75	\$39.15
Outlook 2003 Course	200108	\$135.00	\$101.25	\$60.75	\$39.15
Outlook 2007 Course	201108	\$135.00	\$101.25	\$60.75	\$39.15
Photoshop 7 Course	340458	\$215.00	\$161.25	\$96.75	\$62.35
Photoshop CS Photo Restoration Course	660588	\$145.00	\$108.75	\$65.25	\$42.05
Thoroshop CS Thoro Residration Course	000300	Ψ143.00	\$100.75	ψ00.20	Ψ42.03
Photoshop CS Series	660628	\$215.00	\$161.25	\$96.75	\$62.35
Photoshop CS Tips and Tricks Course	660548	\$79.00	\$59.25	\$35.55	\$22.91
Photoshop CS2 Course	660748	\$215.00	\$161.25	\$96.75	\$62.35
Powerful Communication Skills Course	70678	\$145.00	\$108.75	\$65.25	\$42.05
Powerful Presentation Skills Course	70998	\$145.00	\$108.75	\$65.25	\$42.05
PowerPoint 2000 Course	350268	\$135.00	\$101.25	\$60.75	\$39.15
PowerPoint 2002 Course	670248	\$135.00	\$101.25	\$60.75	\$39.15
PowerPoint 2003 Course	200488	\$135.00	\$101.25	\$60.75	\$39.15
PowerPoint 2007 Course	201308	\$135.00	\$101.25	\$60.75	\$39.15
Premiere Course	660248	\$215.00	\$161.25	\$96.75	\$62.35
Preventing Sexual Harassment for	71358	\$145.00	\$108.75	\$65.25	\$42.05
Employees			ļ		
Preventing Sexual Harassment for Employers	71368	\$195.00	\$146.25	\$87.75	\$56.55
Preventing Sexual Harassment in the	61498	\$195.00	\$146.25	\$87.75	\$56.55
Workplace	01430	Ψ133.00	Ψ140.20	Ψ07.70	Ψ00.00
Productivity Series	71398	\$615.00	\$461.25	\$276.75	\$178.35
Project 2000 Course	270748	\$135.00	\$101.25	\$60.75	\$39.15
Project 2003 Course	190238	\$135.00	\$101.25	\$60.75	\$39.15
Project Management Course	61108	\$99.00	\$74.25	\$44.55	\$28.71
Project Management Professional PMP	190308	\$380.00	\$285.00	\$171.00	\$110.20
2005 Certification Course					
Project Management Series	61368	\$610.00	\$457.50	\$274.50	\$176.90
Publisher 2000 Course	580058	\$135.00	\$101.25	\$60.75	\$39.15
Publisher 2003 Course	200758	\$135.00	\$101.25	\$60.75	\$39.15
Quality at Work Course	61228	\$99.00			
Quality at Work Course	01220	φ99.00	\$74.25	\$44.55	\$28.71

Quality Customer Service Course	61328	\$99.00	\$74.25	\$44.55	\$28.71
QuickBooks Course	550118	\$135.00	\$101.25	\$60.75	\$39.15
Security Essentials for Computer Users Course	630148	\$39.00	\$29.25	\$17.55	\$11.31
Security+ Course (Exam SY0-101)	101078	\$245.00	\$183.75	\$110.25	\$71.05
Security+ Exam Bundle (Exam SY0-101)	101662	\$360.00	\$270.00	\$162.00	\$104.40
Server Administrator Course (Exam 1D0-450)	650288	\$355.00	\$266.25	\$159.75	\$102.95
SharePoint Content Management and	201348	\$135.00	\$101.25	\$60.75	\$39.15
Collaboration Course					
SharePoint Services 3.0 Configuration	201388	\$285.00	\$213.75	\$128.25	\$82.65
Course (Exam 70-631)					
Site Designer Course (Exam 1D0-420)	650218	\$280.00	\$210.00	\$126.00	\$81.20
SQL Server 2000 Administration Course	411258	\$410.00	\$307.50	\$184.50	\$118.90
(Exam 70-228)					
SQL Server 2000 DTS Course	411548	\$280.00	\$210.00	\$126.00	\$81.20
SQL Server 2000 for Developers Part 1	410588	\$215.00	\$161.25	\$96.75	\$62.35
Course	2011/04/05/08/05/09/04	0.4.000 0.000 0.0000	1.000	50 • 1.5 S = 1	0.4 <b>4</b> (2.40 %) 5 (2.40 %) 5 (3.40 %)
SQL Server 2000 for Developers Part 2	410718	\$425.00	\$318.75	\$191.25	\$123.25
Course					
SQL Server 2000 for Developers Part 3	410848	\$355.00	\$266.25	\$159.75	\$102.95
Course					
SQL Server 2000 for Developers Series	410918	\$995.00	\$746.25	\$447.75	\$288.55
SQL Server 2000 Implementing Database	411398	\$460.00	\$345.00	\$207.00	\$133.40
Design Course (Exam 70-229)					
SQL Server 2000 MCDBA Certification Series	681718	\$1,470.00	\$1,102.50	\$661.50	\$426.30
SQL Server 2000 MCDBA Core	681728	\$1,200.00	\$900.00	\$540.00	\$348.00
Certification Series		* .,=	7	40.000	40,0,00
SQL Server 2000 OLAP Course	411598	\$355.00	\$266.25	\$159.75	\$102.95
SQL Server 2005 Designing Infrastructure	411858	\$285.00	\$213.75	\$128.25	\$82.65
and Security Course (Exam 70-443)					
SQL Server 2005 Implementing a	411728	\$480.00	\$360.00	\$216.00	\$139.20
Database Course					
SQL Server 2005 Maintaining a Database Course	411668	\$480.00	\$360.00	\$216.00	\$139.20
SQL Server 2005 MCTS Certification	411848	\$1,350.00	\$1,012.50	\$607.50	\$391.50
(Exam 70-431)					

SQL Server 2005 Optimizing and	411978	\$480.00	\$360.00	\$216.00	\$139.20
Maintaining Database Solutions Course					
			1	-	
(Exam 70-444)	444700	£480.00l	\$360.00l	£046.00I	£420.00
SQL Server 2005 Writing Queries Course	411788	\$480.00	\$360.00	\$216.00	\$139.20
Successful Hiring Course	71378	\$195.00	\$146.25	\$87.75	\$56.55
Successful Management Series	71458	\$495.00	\$371.25	\$222.75	\$143.55
Successful Negotiation Course	61278	\$99.00	\$74.25	\$44.55	\$28.71
Successful Termination Course	71388	\$195.00	\$146.25	\$87.75	\$56.55
Supreme Teams Course	70688	\$99.00	\$74.25	\$44.55	\$28.71
Tactics of Innovation Course	61448	\$99.00	\$74.25	\$44.55	\$28.71
Team Development Series	61098	\$495.00	\$371.25	\$222.75	\$143.55
Team Leadership Course	61138	\$99.00	\$74.25	\$44.55	\$28.71
Team Problem Solving Course	61168	\$99.00	\$74.25	\$44.55	\$28.71
Telephone Collections Course	73298	\$350.00	\$262.50	\$157.50	\$101.50
Telephone Communication Series	60998	\$495.00	\$371.25	\$222.75	\$143.55
Telephone Courtesy and Customer	61018	\$99.00	\$74.25	\$44.55	\$28.71
Service Course					
The ADA and Disability Law Course	71348	\$195.00	\$146.25	\$87.75	\$56.55
The Art of Communication Course	71408	\$145.00	\$108.75	\$65.25	\$42.05
The Art of Organization Course	71428	\$145.00	\$108.75	\$65.25	\$42.05
The Art of Stress Management Course	71418	\$145.00	\$108.75	\$65.25	\$42.05
The Business of Listening Course	61008	\$99.00	\$74.25	\$44.55	\$28.71
The New Business of Paradigms Course	61468	\$99.00	\$74.25	\$44.55	\$28.71
Understanding the Internet Course	230588	\$39.00	\$29.25	\$17.55	\$11.31
Understanding Visual Studio .NET Course	441288	\$79.00	\$59.25	\$35.55	\$22.91
Understanding Your PC and Internet	630038	\$70.00	\$52.50	\$31.50	\$20.30
Series				<u> </u>	
Understanding Your PC Course	610028	\$39.00	\$29.25	\$17.55	\$11.31
VB.NET 1.2 for Developers Part 1 Course	440858	\$565.00	\$423.75	\$254.25	\$163.85
VB.NET 1.2 for Developers Part 2 Course	441038	\$565.00	\$423.75	\$254.25	\$163.85
	441158	\$495.00	\$371.25	\$222.75	\$143.55

VB.NET 1.2 for Developers Series	441248	\$1,615.00	\$1,211.25	\$726.75	\$468.35
Visual Basic .NET Fundamentals for	441298	\$215.00	\$161.25	\$96.75	\$62.35
Developers Course					
Visual Basic 1.2 with SQL Server 2000 for	440628	\$425.00	\$318.75	\$191.25	\$123.25
Developers Course					
Visual Basic 6.0 Design and Imp Desktop	440458	\$215.00	\$161.25	\$96.75	\$62.35
Apps Course Visual Basic 6.0 Fundamentals Course	440070	CO45 001	P161.05	£06.75	¢60.35
Visual Basic 6.0 Fundamentals Course	440378	\$215.00	\$161.25	\$96.75	\$62.35
Visual Basic 6.0 Series	440548	\$425.00	\$318.75	\$191.25	\$123.25
Visual Basic 6.0 to VB.NET Migration for	440738	\$145.00	\$108.75	\$65.25	\$42.05
Developers Course					
Visual Studio/Visual Basic .NET	441338	\$280.00	\$210.00	\$126.00	\$81.20
Fundamental Series Wealth, Innovation and Diversity Course	61428	\$99.00	\$74.25	\$44.55	\$28.71
wealth, innovation and biversity Course	01420	\$99.00	\$14.25	\$44.55	Ψ20.71
Windows 2000 and Linux Course	601158	\$185.00	\$138.75	\$83.25	\$53.65
Windows 2000 Clustering Services	602178	\$245.00	\$183.75	\$110.25	\$71.05
Administration Course (Exam 70-223)					
Windows 2000 Directory Services	600398	\$245.00	\$183.75	\$110.25	\$71.05
Administration Course (Exam 70-217) Windows 2000 Directory Services Design	600978	\$245.00	\$183.75	\$110.25	\$71.05
Williams 2000 Directory Services Design	000976	\$245.00	\$105.75	\$110.23	Ψ71.00
Course (Exam 70-219)					
Windows 2000 Managing a Network	602338	\$300.00	\$225.00	\$135.00	\$87.00
Environment Course (Even 70 219)					
Environment Course (Exam 70-218) Windows 2000 MCSA Certification Series	602548	\$1,680.00	\$1,260.00	\$756.00	\$487.20
Windows 2000 Miles, Continuation Contes	0020	*,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ţ., <u></u>		
Windows 2000 MCSA Core Certification	602408	\$855.00	\$641.25	\$384.75	\$247.95
Series	000570	C4 445 00	COE0 75	0545.05	\$222.0F
Windows 2000 MCSA Messaging	602578	\$1,145.00	\$858.75	\$515.25	\$332.05
Specialization Series					
Windows 2000 MCSE Certification Series	600668	\$1,750.00	\$1,312.50	\$787.50	\$507.50
Windows 2000 MCSE Core Certification Series	602568	\$1,300.00	\$975.00	\$585.00	\$377.00
Windows 2000 MCSE Messaging	602598	\$1,640.00	\$1,230.00	\$738.00	\$475.60
Specialization Series	001100	<b>***</b>	#005.00l	0405.00	007.00
Windows 2000 Migrating from NT 4.0	601198	\$300.00	\$225.00	\$135.00	\$87.00
Course (Exam 70-222)					

Windows 2000 Migrating Scenarios	601448	\$69.00	\$51.75	\$31.05	\$20.01
Windows 2000 Network Infrastructure	600278	\$300.00	\$225.00	\$135.00	\$87.00
Administration Course (Exam 70-216)					
Windows 2000 Network Infrastructure	600858	\$300.00	\$225.00	\$135.00	\$87.00
Design Course (Exam 70-221) Windows 2000 Network Security Design	601098	\$185.00	\$138.75	\$83.25	\$53.65
Course (Exam 70-220)					
Windows 2000 Professional	600158	\$300.00	\$225.00	\$135.00	\$87.00
Administration Course (Exam 70-210)	200540	**************************************	\$005.00l	<b>#</b> 405.00	<b>#07.00</b>
Windows 2000 Server Administration	600518	\$300.00	\$225.00	\$135.00	\$87.00
Course (Exam 70-215) Windows 2000 Skills Update Course	601328	\$360.00	\$270.00	\$162.00	\$104.40
(Exam 70-240) Windows 2000 Supporting NT Server 4.0	602078	\$300.00	\$225.00	\$135.00	\$87.00
Course (Exam 70-244)					
Windows Server 2003 Active Dir and Network Inf Design Course (Exam 70- 297)	680828	\$300.00	\$225.00	\$135.00	\$87.00
Windows Server 2003 Active Directory	680538	\$300.00	\$225.00	\$135.00	\$87.00
Infrastructure Course (Exam 70-294) Windows Server 2003 Active Directory Infrastructure Exam Bundle (Exam 70- 294)	681032	\$405.00	\$303.75	\$182.25	\$117.45
Windows Server 2003 Implementing	680358	\$300.00	\$225.00	\$135.00	\$87.00
Network Infrastructure Course (Exam 70-					
291) Windows Server 2003 Implementing	681012	\$405.00	\$303.75	\$182.25	\$117.45
Network Infrastructure Exam Bundle					
(Exam 70-291) Windows Server 2003 Managing a	681978	\$360.00	\$270.00	\$162.00	\$104.40
Network Environment Course (Exam 70-		,	,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4,10,1110
290) - R2 Update					
Windows Server 2003 Managing a	681958	\$69.00	\$51.75	\$31.05	\$20.01
Network Environment Session 6 - R2					
Update	204000	\$4.055.00l	CO 44 OF	<b>\$504.75</b>	4000.05
Windows Server 2003 MCSA Certification Series	681908	\$1,255.00	\$941.25	\$564.75	\$363.95
Windows Server 2003 MCSA Core Certification Series	681138	\$970.00	\$727.50	\$436.50	\$281.30

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Windows Server 2003 MCSA Messaging	681918	\$1,255.00	\$941.25	\$564.75	\$363.95
Specialization Series					
Windows Server 2003 MCSA Security	681928	\$1,470.00	\$1,102.50	\$661.50	\$426.30
Specialization Series		, ,			*
Windows Server 2003 MCSA Skills	680648	\$185.00	\$138.75	\$83.25	\$53.65
Hadata Causa (Fuera 70 202)					
Update Course (Exam 70-292) Windows Server 2003 MCSE Certification	000040	© 500 00l	C4 075 001	04.405.00	<b>6</b> 705 0
Exam Bundle	680812	\$2,500.00	\$1,875.00	\$1,125.00	\$725.00
Windows Server 2003 MCSE Certification	680808	\$2,010.00	\$1,507.50	\$904.50	\$582.90
Series	000000	\$2,010.00	\$1,307.30	\$904.50	φ302.9t
Windows Server 2003 MCSE Core	680792	\$2,240.00	\$1,680.00	\$1,008.00	\$649.60
					10.1000.0000.0000
Certification Exam Bundle					
Windows Server 2003 MCSE Core	680788	\$1,810.00	\$1,357.50	\$814.50	\$524.90
Certification Series				•	
Windows Server 2003 MCSE Messaging	681938	\$2,235.00	\$1,676.25	\$1,005.75	\$648.1
Specialization Series					
Windows Server 2003 MCSE Security	681948	\$2,235.00	\$1,676.25	\$1,005.75	\$648.15
Specialization Series	50.10.10	<b>\$2,200.00</b>	Ψ1,010.20	41,000.10	φο το. το
Windows Server 2003 MCSE Skills	680708	\$245.00	\$183.75	\$110.25	\$71.0
Update Course (Exam 70-296)					
Windows Server 2003 Networking Exam	680772	\$1,220.00	\$915.00	\$549.00	\$353.80
Bundle	000112	ψ1,220.00	40.00	ψο.σσ	φοσο.σ.
Windows Server 2003 Networking Series	680768	\$1,145.00	\$858.75	\$515.25	\$332.05
	200.170	000000	0005.00	0.10.7.00	
Windows Server 2003 Planning Network	680478	\$300.00	\$225.00	\$135.00	\$87.00
nfrastructure Course (Exam 70-293)		0.00000			
Windows Server 2003 Planning Network	680972	\$405.00	\$303.75	\$182.25	\$117.45
nfrastructure Exam Bundle (Exam 70-					
293)					
Windows Server 2003 Security Design	681058	\$245.00	\$183.75	\$110.25	\$71.05
1,57				**	
Course (Exam 70-298)					
Windows Server 2003 Security	681098	\$300.00	\$225.00	\$135.00	\$87.00
mplementation Course (Exam 70-299)					
Windows Vista Client Enterprise Support	682048	\$380.00	\$285.00	\$171.00	\$110.20
Such Energines Support	552510	+300.00	<b>+=</b> 00.00	Ţ	Ψ110.20
Course (Exam 70-622)					
Windows XP MCDST Certification Series	681518	\$360.00	\$270.00	\$162.00	\$104.40
Windows XI WODST Certification Series					
Windows XP Professional Course (Exam	680078	\$360.00	\$270.00	\$162.00	\$104.40

Windows XP Troubleshooting Desktop	681458	\$125.00	\$93.75	\$56.25	\$36.25
Applications Course (Exam 70-272)					
Windows XP Troubleshooting Windows	681358	\$245.00	\$183.75	\$110.25	\$71.05
Course (Exam 70-271)					
Wireless Network Administration and	261168	\$575.00	\$431.25	\$258.7 <b>5</b>	\$166.75
Security Series					
Wireless Network Administration Course	261108	\$300.00	\$225.00	\$135.00	\$87.00
Wireless Network Security Course	261048	\$300.00	\$225.00	\$135.00	\$87.00
Word 2000 Course	490468	\$135.00	\$101.25	\$60.75	\$39.15
Word 2000 Expert	490448	\$49.00	\$36.75	\$22.05	\$14.21
Word 2002 Course	670168	\$135.00	\$101.25	\$60.75	\$39.15
Word 2003 Course	200048	\$225.00	\$168.75	\$101.25	\$65.25
Word 2007 Course	201148	\$135.00	\$101.25	\$60.75	\$39.15
Working Together Course	61128	\$99.00	\$74.25	\$44.55	\$28.71
XML Essentials Course	371048	\$79.00	\$59.25	\$35.55	\$22.91
XML for Developers Using MS Tools Part	370058	\$355.00	\$266.25	\$159.75	\$102.95
1 Course					
XML for Developers Using MS Tools Part	370538	\$215.00	\$161.25	\$96.75	\$62.35
2 Course	270040	\$505.00l	↑400 75I	COE 4 OF	<b>#402.05</b>
XML for Developers Using MS Tools Series	372018	\$565.00	\$423.75	\$254.25	\$163.85
XML Foundations for Developers Course	372318	\$355.00	\$266.25	\$159.75	\$102.95
XML in Java for Developers Course	372878	\$215.00	\$161.25	\$96.75	\$62.35
XML with SQL Server 2000 for	371118	\$215.00	\$161.25	\$96.75	\$62.35
Developers Course			ļ.		
XML.NET for Developers Course	372438	\$280.00	\$210.00	\$126.00	\$81.20
XSLT 1.0 for Developers Course	370408	\$145.00	\$108.75	\$65.25	\$42.05